

SECTION 01001 - GENERAL REQUIREMENTS

1.1 DEFINITIONS

- A. Whenever used in these specifications the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. City - The City of Westfield, represented by the City Council.
 2. Board of Public Works and Safety – Representatives appointed by the Mayor of Westfield that oversees the affairs of the Westfield Public Works Department and Public Safety Agencies.
 3. Westfield Public Works Department (WPWD) – An agency of the City which manages public infrastructure within its jurisdiction.
 4. Utility – The entity, municipal or otherwise, that provides services to the general public and has jurisdiction for expansion of services within the limits of the service area.
 5. Developer - Person or firm having control of the development site, and management of the project.
 6. Contractor - The person, firm or corporation with whom the Developer or City has entered into an agreement for construction of the project.
 7. Project - The total construction of which the work to be provided may be the whole or part.
 8. Work - The entire completed construction or the various separately identified parts thereof required to be furnished.
 9. The word “shall” is mandatory; the word “may” is permissive.

1.2 WORK TO BE PERFORMED

Work to be performed shall be in accordance with drawings and specifications included in this manual and/or approved by the City.

1.3 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

The Contractor shall be solely responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction." All contractors performing work within the City's jurisdiction must meet with WPWD's Inspector as part of the required preconstruction conference prior to beginning work.

1.4 DISCOVERY OF HAZARDOUS MATERIAL

If, during the course of installing City infrastructure, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the Developer and the City in writing. For City and Developer projects, the Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the City of Westfield. Asbestos containing material includes transite pipe.

1.5 EASEMENTS

- A. For City projects, the City will obtain utility and/or drainage easements over and through certain private lands for construction.
- B. For Developer projects, the Developer will obtain utility and/or drainage easements over and through certain private lands for construction. The width or limits of such easements will be defined by the City, and all permanent and/or temporary easements shall be executed and conveyed to the City before any construction can commence. If the methods of construction employed by the Contractor are such as to require the use of land beyond the limits obtained, he shall make his own agreements with the property owners affected for the use of such additional land.
- C. If the methods of the construction employed by the Contractor are such as to require the use of land beyond the defined easement(s), he shall make his own agreement(s) with the property owners affected for the use of such additional land and shall provide a copy of the agreement(s) to the WPWD.
- D. In all such utility and/or drainage easements, the Contractor shall be required to carefully remove the property owner's fence, or other obstacles to the construction procedure, and it shall be the property owner's responsibility to reinstall their fence. The backfilling shall be to the grade of the existing ground level or to the grade as established by the property owner in the event the property owner permits the deposit of excess material upon such land.
- E. Any obstruction in the easement shall be removed by the homeowner before construction begins. If said obstruction is not removed prior to construction activities, the City/contractor will remove the obstruction and will not be responsible for damage and reinstallation to said obstruction.
- F. The cost of all such restoration of property with exception of the items listed above in section E shall be done by the Contractor.

1.6 OPERATIONS WITHIN RIGHT-OF-WAY

In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within the applicable right-of-way limits after having obtained approval of the City or other Local Governing Entity. If the methods of the construction employed by the Contractor are such as to require the use of land beyond the public thoroughfares, he shall make his own agreement(s) with the property owners affected for the use of such additional land and shall provide a copy of the agreement(s) to the WPWD.

1.7 PERMITS AND BONDS

A. PERMITS

The Developer will obtain and provide electronic copies of the approved permit(s) which relate to the completed facilities prior to construction. For City projects, the permits will be either obtained by the City or defined in the contract. Permits obtained by the Developer and/or the City include, but not limited to, permits from the following:

1. City of Westfield
2. Department of Natural Resources
3. Indiana Department of Environmental Management
4. U.S. Army Corps of Engineers
5. Indiana Department of Homeland Security Building & Fire Safety
6. Indiana Department of Transportation
7. Railroads
8. Hamilton County Surveyor's Office
9. Hamilton County Highway Department
10. Soil and Water Conservation District
11. Public and private utility approval(s) or permit(s)

It is the Developer's responsibility to ascertain what permits are required, including wetland delineation and mitigation.

B. BONDING

The Contractor shall obtain the necessary bond(s) or letter of credit(s) for City projects and Developer shall obtain permits for Developer projects or otherwise approved by the Board of Public Works and Safety which relate to construction procedures.

1. All necessary permits and/or bonds required in connection with construction activities within or under easements and/or public right of ways shall be required to be obtained prior to construction.

The construction shall be performed by the Contractor in full accordance with any and all requirements of the State Highway Commission, County Road Commission, WPWD, or other Local Governing Entity including those applying to barricades, watchmen, guarding, lighting, storage of supplies, equipment and excavated materials, method of backfilling, final grading, replacement of pavement or road surface, and all other conditions or requirements which may be stipulated by the State Highway Commission, County Road Commission, or WPWD, whether specifically shown on the drawings or mentioned in the specification.

2. For Developer projects, which include City infrastructure, the Developer is required to provide a performance bond and/or letter of credit for 110% of the engineer's estimate or the contracted amount to perform the work. This performance bond or letter of credit shall have no expiration date and must be received by the City prior to the preconstruction meeting.
3. Payment in Lieu of Bond:
 - a.) The WPWD has the discretion for an entity obligated to provide performance bonds to the City to allow a payment in cash to the City in lieu of a performance bond.
 - b.) The cash in lieu of bond shall be equal to 5% of the contractor estimate for the cost of the appropriate portion(s) of a development requiring a performance bond.
4. Performance bonds will not be considered for release until all punch list items are complete, easements and/or public right of ways are recorded or platted, and as-built drawings are submitted to WPWD. A digital copy shall be provided. Performance bonds shall only be released by the Board of Public Works once the above items have been completed.
5. After all City infrastructure has been inspected, tested, approved, and required as-builts have been submitted and approved by the City/WPWD, the performance bond and/or letter of credit can be flipped to a 3 year maintenance bond posted with the City. The maintenance bond shall be in the amount of 10% of the actual construction cost. Maintenance bonds shall be released by the Board of Public Works at the end of the 3 years once all maintenance punch list items are complete which includes, but not limited to the following:

- a.) To verify that all enclosed drains and sewers are functioning properly, all storm sewer including sub-surface drains and sanitary sewers are to be cleaned and televised with visual recordings (via closed circuit television) of such tile drains and sewers shall be required before release of maintenance sureties. These visual recordings will be scheduled at least 90 days prior to the expiration date of the maintenance bond. Reports summarizing the results of the noted visual recordings shall be reviewed and accepted by the WPWD and Utility or designee before maintenance sureties would be recommended to be released.

1.8 MAINTAINING TRAFFIC

- A. Developer is responsible for preparing maintenance of traffic plans for any construction activities that will interfere with public transportation. Traffic control devices used for maintenance of traffic shall comply with the latest version of the Indiana Manual on Uniform Traffic Control Devices. These maintenance of traffic plans must be included in the construction plans that are submitted to the City. The Contractor will provide maintenance of traffic plans associated with City projects unless otherwise specified in the contract. If there are modifications to the maintenance of traffic plans, it must be reviewed by the City prior to implementation.
- B. Before closing any thoroughfare, the Contractor shall notify and, if necessary, obtain permit(s) from the duly constituted public authority having jurisdiction, which may include the state, county, and city/town. The contractor will be responsible for notifying the local school corporation, all public safety agencies, government agencies, and any affected property owners at least 72 hours in advance. The Contractor shall provide the WPWD a detour route plan for review prior to the road closure at least 1 week in advance.
- C. The Contractor shall place advanced road closure signs posting the closure date at a minimum 72 hours in advance to closure. The Contractor shall place all proper detour signs and barricades prior to the actual street closing.
- D. During construction, the Contractor shall be responsible for maintaining and protecting the pedestrian and vehicular traffic at all times on all streets involved and providing access to all residential and commercial establishments adjacent to the construction area. Emergency vehicle access must be maintained at all times. The Contractor shall furnish and maintain signage, barricades, flares, etc., in accordance with the latest version of the Indiana Manual on Uniform Traffic Control Devices. The

signage, barricades, etc., must be in good condition and the City has the right to reject if determined to be in less than good condition.

- E. The Contractor shall conduct his work in such a manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is practicable, do not locate excavated material and spoil banks in such manner as to obstruct traffic or line of sight. Keep the traveled way of all street, roads, and alleys clear and unobstructed insofar as is possible. Do not use streets, roads, or alleys for the storage of construction materials, equipment supplies, or excavated earth, except when and where necessary as determined by WPWD. If required by duly constituted public authority, the Contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed, except when and where necessary as determined by WPWD, and then only upon due advance notice to the WPWD and Homeowner or Business owner, and for the shortest practicable period of time, consistent with efficient and expeditious construction. The Contractor shall be liable for any damage to persons or property resulting from his work.
- F. Streets in which excavation has occurred shall be temporarily restored to receive traffic as soon as possible. Permission to close additional streets shall be denied if, in the opinion of the City, the restoration on streets where excavation has occurred has not progressed satisfactorily.

1.9 SIDEWALKS AND PASSAGEWAYS

The Contractor, when required, shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise. Do not obstruct the sidewalks, curb and gutters, or streets, or prevent in any manner the flow of water in streets. Use all proper and necessary erosion and sediment control measures as required within this Standards Manual to permit the free passage of surface water along the curb and gutters. The Contractor shall immediately remove all material, exercising such precaution as may be directed by the City. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. The Contractor may be required to erect suitable barriers to prevent such inconvenience or injury.

1.10 WARNING LIGHTS AND ARROW BOARDS

The Contractor shall place sufficient warning lights and arrow boards on or near the work and keep them illuminated during periods of construction and reduced visibility (from twilight in the evening until sunrise) and shall be held responsible for any damages that any party or the Developer may sustain in consequences of neglecting the necessary precaution in prosecuting this work.

1.11 UTILITIES

- A. Temporary Removal: All existing City utility systems which conflict with the construction of the work herein which can be temporarily removed and replaced shall be accomplished at the expense of the Developer with approval from the WPWD, unless the City specifies the use of its own contractor at the Developer's expense.
- B. Permanent Relocation of Utilities: All public and private utilities located in the public right-of-way which permanently interfere with the proposed improvements will be relocated and paid for by the Developer. The Developer must coordinate and gain approvals from each specified utility prior to relocating their facility.
- C. No infrastructure shall be installed outside of normal working hours Monday through Friday (7:30 am to 4:30 pm) without the presence of the WPWD Inspector.

1.12 SUBMITTALS - CERTIFICATE OF COMPLIANCE

The Developer shall upon request of the City, submit to the WPWD a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The Certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

1.13 MANUFACTURER'S SERVICE TIME

- A. When equipment is to be furnished by the Developer or Contractor and maintained in the future by the WPWD, service by the manufacturer is required to be provided as part of the work and the cost shall be covered by the Developer for Developer projects and by the Contractor for City owned projects. A minimum of one (1) year warranty is required unless an extended specified warranty is offered or standard warranty for that equipment is longer than the minimum of one (1) year.

- B. The service provided shall be by a qualified representative to check the completed installation, place the equipment in operation, and instruct the City's operators in the operation and maintenance procedures.
- C. The services shall further demonstrate to the City's complete satisfaction that the equipment will satisfactorily perform the functions for which it has been installed.

1.14 DIGITAL AS-BUILTS/RECORD DRAWINGS

The Developer will be responsible for preparation and submittal of digital as-builts/record drawings in state plane coordinates as required by the requirements set forth in the City's Digital As-built requirements. Copies of the most recent requirements are available on the City's website at www.westfield.in.gov. Additional information can also be received from the WPWD or the Informatics Department.

END OF SECTION 01001